

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is hereby entered into this _____ day of _____, 2008 by and between West Valley City, the ("City"), and PacifiCorp, an Oregon corporation (the "Company"). The City and the Company are hereafter collectively referred to as the "parties" and either may be referred to individually as a "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Company owns and operates 46-kV transmission and 12.47-kV distribution overhead power lines (which, together with the poles, guys and other improvements associated with such power lines, are hereafter collectively referred to as the ("Power Lines")) on both the eastern and western sides of 2700 West Street in West Valley, Utah;

WHEREAS, the Power Lines have been constructed within a private easement held by the Company with respect to the 2700 West public right-of-way;

WHEREAS, UTA is preparing to construct the West Valley LRT Project (the "LRT Project"), a light rail transportation project that will be situated (in part) in the center of 2700 West between 3100 South and 3650 South;

WHEREAS, the LRT Project will require UTA to widen 2700 West and will require the relocation of certain poles and other improvements related to the Power Lines;

WHEREAS, the Company is agreeable to the undergrounding of the 12.47-kV distribution Power Lines, from north of 3500 South to just south of 3650 South, subject to the terms and conditions of this Agreement;

WHEREAS, the City desires to place the 12.47-kV distribution lines underground and increase the height of the 46-kV transmission poles, which can now be located at up to 450' intervals, subject to design criteria;

WHEREAS, the Company will perform all design and construction relating to the relocation of the Power Lines; and

WHEREAS, the City will reimburse the Company with potential contributions by UTA with respect to costs incurred to underground the 12.47-kV distribution lines in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in accordance with the foregoing Recitals, which are incorporated into this Agreement by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. The Company shall underground 12.47-kV distribution and other associated overhead equipment related to the Power Lines currently situated within 2700 West between the north side of 3500 South and the south side of 3650 South. The Company will relocate and underground portions of the Power Lines to the new right of way boundary line as depicted and described in Exhibit A to this Agreement (Exhibit A is attached hereto and incorporated herein by this reference). The Company shall begin design work immediately following execution of this agreement. The parties shall coordinate the utility relocation project with the LRT Project and 3500 South Project, and the Company shall not perform any construction work until authorized by a written notice to proceed issued by UTA and the City. The Company will have no obligation to relocate the Power Lines until such time as UTA and/or the City has acquired all necessary rights-of-way and permits in a form acceptable to the Company.

2. The Company shall be solely responsible for the performance of all work related to the relocation contemplated in this Agreement. The Company (including its contractors, consultants and other agents) shall perform all design and construction with respect to the Power Lines relocation in a good and workmanlike manner and in conformance with all applicable federal, state and local laws and regulations.

3. The Company agrees to notify the Utility Coordination Manager for the LRT Project by telephone at least twenty-four (24) hours prior to commencing the performance of construction work in 2700 West related to the relocation and undergrounding of distribution portions of the Power Lines.

4. UTA shall secure from West Valley City, at no cost to the Company, a new right of way for those portions of the Power Lines to be relocated pursuant to this Agreement.

5. The Company shall designate a project manager, who will be the Company's liaison with respect to the matters covered by this Agreement. The Company's project manager shall keep a weekly record of all work performed pursuant to this Agreement. The weekly record shall detail with specificity all costs for which the Company will seek reimbursement under this Agreement.

6. The City, with possible participation by UTA, shall reimburse the Company for all costs, charges, and expenses directly or indirectly attributable to or arising from the performance of this Agreement. The costs payable by the City under this Agreement shall not include any profit on work performed by the Company's own forces. Nor shall the costs reimbursable by the City include any increased or incremental costs attributable to a Betterment made to the Power Lines. As used in this Agreement, the term "Betterment" means a replacement facility or improvement installed as part of the relocation project which increases or upgrades the service capacity, capability, appearance, efficiency or function of the existing Power Lines. "Betterments" do not include any upgrades that are required due to changes to manufacturing standards, the unavailability of materials or regulatory requirements.

7. An estimate of the relocation costs to be incurred by the Company and reimbursed by the City pursuant to this Agreement will be agreed upon immediately after completion of design. The Company agrees that it will use commercially reasonable efforts to complete the utility relocation work in a timely manner and to work cooperatively to expedite design and construction as necessary to accommodate the City's schedule. On or before March 20, 2008, UTA, the City and the Company will mutually agree on a completion date for relocation of the Power Lines. This

deadline is conditioned upon UTA and the City issuing the Company a notice to proceed with respect to design work immediately upon execution of contract and design work completed no later than March 20, 2008.

8. The Company shall submit itemized invoices covering the actual costs incurred to perform the work covered herein, together with supporting documentation. The City agrees to fully pay properly invoiced costs within forty-five (45) days following receipt of an invoice.

9. The City shall have the right, upon reasonable notice, to audit all cost records and accounts of the Company pertaining to the costs for which the Company seeks reimbursement from the City under this Agreement.

10. If any action is brought to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of such action in addition to any other remedy to which it may be entitled.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes any and all prior negotiations, understandings and agreements with respect to the subject matter described herein, whether oral or in writing.

All notices required or permitted to be given hereunder shall be in writing and are:

If to the City:

West Valley City
Attn: John Janson, Project Manager
3600 S. Constitution Blvd.
West Valley City, Utah 84119
(801) 963-3277

If to the Company:

PacifiCorp
Attn: Stan Spencer
1407 W. North Temple, Suite 230
Salt Lake City, Utah 84116
Stan.spencer@pacificorp.com
Office (801) 220-2277
Cell (801) 230-2726

Either party may change the recipient or address for receipt of notices by the delivery of a written notice conforming to the delivery requirements of this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

THE CITY

MAYOR

ATTEST:

CITY RECORDER

Approved as to Form:

Legal Counsel

PACIFICORP

By: _____

Title: _____

State of _____)

:ss

County of _____)

On this _____ day of _____, 2008, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of **PacifiCorp**, an Oregon corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public